the legislature, and nothing be left to the inspectors or other officers to determine the number of times a particular mine shall be inspected and the fees chargeable therefor. The ordinary classification is made by the legislature, where such classification can be logically made, either upon the basis of capital stock, number of operatives, mileage, or other facts which can be seized upon as an easy and an approximately just basis for classification. But in such a case as this there are so many elements entering into the classification as to make it impossible to seize upon one or two, and make them the only basis. . . . We do not regard the act as necessarily violative of the Fourteenth Amendment, in the fact that some discretion is allowed to the inspector in determining the number of times the mines shall be inspected and the fees paid therefor, particularly in view of the fact that no complaint is made of the abuse of such discretion, or that the inspectors have been 'guilty of any act tending to the injury of miners or operators of mines during their term of office.' "

Further, it is held not to be an improper delegation of legislative power to confer upon boards of health authority to make reasonable regulations for the purpose of carrying out the object for which they are created. See *Blue* v. *Beach*, 155 Ind. 121, 50 L. R. A. 64, 80 Am. St. Rep. 195; *Hurst* v. *Warner*, 102 Mich. 238, 26 L. R. A. 484, 47 Am. St. Rep. 525.

FRAUDULENT CONVEYANCES—ESTOPPEL AGAINST MARRIED WOMAN.—It was a doctrine of the common law that a married woman, by reason of her inability to contract, could not be bound by an estoppel. This doctrine, however, has been very largely and generally changed through the enactment of statutes that have, to a great extent, removed her common law disabilities. At the present time, a married woman is bound by an estoppel the same as any other person, whenever she acts within the compass of her capacity to contract. Thus she may, under certain circumstances, be estopped from asserting interests in her own property as against her husband's creditors. It is now well recognized doctrine that the wife, after permitting the husband to take title to her property and to use it for a considerable time in such a way as to give the impression to those with whom he is dealing, that he is the owner thereof, will be estopped, if she fully understands the situation, from setting up a claim thereto, as against the creditors of the husband, Numerous authorities in support of this proposition will be found collected in the note to *Trimble* v. *State*, 57 Am. St. Rep. 175, 176. The doctrine was applied in the recent case of *Cowling* v. *Hill*, 69 Ark. 350, 63 S. W. 800, 86 Am. St. Rep. 200, wherein it appears that land coming to the wife from the estate of her father was conveyed to the husband, and was for about twenty years held by him and treated by him as his own, without objection from the wife. The husband was a merchant, and included the land as a part of his assets in making statements to commercial agencies. The court found that "both he and his wife must have known that his creditors were dealing with him under the belief that it belonged to him," and held that, under the circumstances disclosed, the wife "should not be allowed to set up a claim to it as against the creditors of her husband," and that "a conveyance by him to her with a view to prevent its seizure by his creditors was fraudulent and void."

It should be observed that knowledge by the wife, or circumstances from which knowledge may be imputed to her, that credit has been or may be extended by reason of the fact that the husband holds the title to the property, is essential to the estoppel. In accordance with this principle, it was held in *De Berry* v. *Wheeler*, 128 Mo. 84, 49 Am. St. Rep. 538, that a creditor of the husband could not appeal to the doctrine where property had been purchased with the funds of the wife, and title thereto taken in the name of the husband by mistake, the parties agreeing at the time of the discovery of the mistake that it should be subsequently corrected, even though the credit was extended upon the faith of the ownership of the husband as it appeared of record, it not being in evidence that the wife knew that credit was so extended, and there being no circumstances in the case from which the inference that she had such knowledge might be drawn. "It must be conceded," says the court, that the wife "by permitting the record title to the land to remain in her husband, represented to the public that her husband was the owner of it. Yet in this alone, no one could be defrauded. The fraud and consequent estoppel would only exist when she knew, or from all the circumstances ought to have known, that others, relying upon what she permitted the record to tell them, were dealing, or might deal with the husband in such a manner as to cause them to alter their previous condition to their injury."

ACKNOWLEDGMENT TAKEN AND CERTIFIED BY A STOCKHOLDER OF CORPORATION MORTGAGEE OR GRANTEE.—The effect of the acknowledgment of a conveyance before a stockholder of a corporation interested in the conveyance was considered in the recent case of *Wilson* v. *Griess*, (1902),—Neb. —, 90 N. W. Rep. 866. The conveyance was a mortgage of the homestead, not given, however, directly to the corporation (a bank) whose stockholder was the officer before whom the mortgage was acknowledged, but to another bank. The debt secured was one in which both banks were interested, and that one whose stockholder took the mortgagor's acknowledgment was also owner of stock in the mortgagee. The court considered the stockholder's interest sufficient to disqualify him from taking the acknowledgment and held the mortgage void, since an acknowledgment is essential to the validity of a mortgage of the homestead.

Corporations that permit their stockholders to take acknowledgments are generally the sufferers in such cases, for the question most frequently arises when the corporation is mortgagee; and where an acknowledgment is essential to the validity of the mortgage—as it is in many states where the property mortgaged is a homestead—the mortgage is void when a stockholder of the corporation-mortgagee takes the acknowledgment: *Haynes* v. *Southern Home, etc. Ass'n.*, 124 Ala. 663, 82 Am. St. R. 216; or is at least invalid as to the homestead interest or estate: *Ogden Bldg. Ass'n.* v. *Mensch*, 196 Ill. 554. But as such a conveyance is not void on its face—the interest of the certifying officer not being apparent—it has been held valid for all purposes until it has been cancelled in some direct proceeding brought for the express purpose of having the conveyance adjudged void, *Monroe* v. *Arthur*, 126 Ala. 362, 85 Am. St. R. 36, and its invalidity cannot be shown in an action of ejectment by the mortgagor against the corporation-mortgagee after pur-